

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Second Supplement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Nutraceutical Laboratories, LLC		08/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd floor - MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203-4500		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4489015	NITRO2GRANIT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0326		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/11/2014		
Total Attachments: 7			
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SECOND SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING), dated as of August 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Supplemental Intellectual Property Security Agreement”), is made by MICHAEL FOODS, INC., a Delaware corporation, CUSTOM NUTRICEUTICAL LABORATORIES, LLC, a Delaware limited liability company, DAKOTA GROWERS PASTA COMPANY, INC., a North Dakota corporation, and PREMIER PROTEIN, INC., a California corporation (collectively, the “Grantors”) and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the “Borrower”), has entered into a Credit Agreement, dated as of January 29, 2014 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 29, 2014, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, the Intellectual Property Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Second Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

WHEREAS, the Intellectual Property Security Agreement dated as of January 29, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on January 30, 2014 at Reel/Frame 5204/0600 (Post Foods, LLC Trademarks), Reel/Frame 5204/0651 (Attune Foods, LLC Trademarks), Reel/Frame 5204/0679 (Premier Protein, Inc. Trademarks), Reel/Frame 5204/0713 (Premier Nutrition Corporation Trademarks), Reel/Frame 5204/0734 (Dakota Growers Pasta Company, Inc. Trademarks), Reel/Frame 5204/0760 (DNA Dreamfields Company, LLC Trademarks), Reel/Frame 032141/0568 (Post Foods, LLC Patents), Reel/Frame 032141/0604 (Attune Foods, LLC Patents) and Reel/Frame 032141/0631 (Premier Nutrition Corporation Patents), and was filed with the United States Copyright Office against certain Intellectual Property (Post Foods, LLC Copyrights) on February 7, 2014;

WHEREAS, the Intellectual Property Security Agreement dated as of February 28, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 3, 2014 at Reel/Frame 5228/0580 (Dymatize Enterprises, LLC Trademarks), Reel/Frame 5228/0616 (Supreme Protein, LLC Trademarks), Reel/Frame 5228/0737 (Custom Nutriceutical Laboratories, LLC Trademarks) and Reel/Frame 032379/0311 (Dymatize Enterprises, LLC Patents);

WHEREAS, the Intellectual Property Security Agreement dated as of April 18, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on

April 24, 2014 at Reel/Frame 5267/0841 (Golden Boy Portales, LLC Trademarks) and was filed with the United States Copyright Office against certain Intellectual Property (Golden Boy Portales, LLC Copyrights) on April 28, 2014;

WHEREAS, the Intellectual Property Security Agreement dated as of June 27, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on July 2, 2014 at Reel/Frame 5315/0516 (Michael Foods of Delaware, Inc. Trademarks), Reel/Frame 5315/0578 and Reel/Frame 5315/0619 (Crystal Farms Refrigerated Distribution Company Trademarks), Reel/Frame 5315/0540 (Michael Foods, Inc. Trademarks), Reel/Frame 033266/0387 (Michael Foods of Delaware, Inc. Patents) and Reel/Frame 033266/0449 (Michael Foods, Inc. Patents); and

WHEREAS, the First Supplemental Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 9, 2014 at Reel/Frame 5277/0322 (Dakota Growers Pasta Company, Inc. Trademarks).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, however, not including any pending "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions and other violations thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and

payments for past, present or future infringements and other violations thereof), (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, all improvements thereon, and (vi) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

2. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer record this Second Supplemental Intellectual Property Security Agreement.

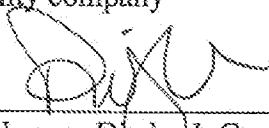
3. Execution in Counterparts. This Second Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Second Supplemental Intellectual Property Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

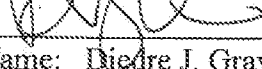
5. Conflict Provision. This Second Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Second Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

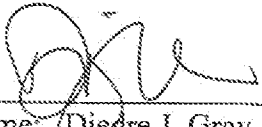
**CUSTOM NUTRICEUTICAL
LABORATORIES, LLC**, a Delaware limited
liability company

By: 
Name: Diedre J. Gray
Title: Secretary

**DAKOTA GROWERS PASTA COMPANY,
INC.**, a North Dakota corporation

By: 
Name: Diedre J. Gray
Title: Secretary

PREMIER PROTEIN, INC., a California
corporation

By: 
Name: Diedre J. Gray
Title: Secretary

MICHAEL FOODS, INC., a Delaware
corporation

By: 
Name: Diedre J. Gray
Title: Assistant Secretary

[SIGNATURE PAGE TO AFTER-ACQUIRED INTELLECTUAL PROPERTY
SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING)]

NY6516774.2

TRADEMARK
REEL: 005340 FRAME: 0613

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By:



Name:

Daniel R. Van Alben

Title:

Director

[SIGNATURE PAGE TO AFTER-ACQUIRED INTELLECTUAL PROPERTY
SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING)]

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None.

PATENTS

Owner	Country	Title	Filing Date	Issue Date	Application No.	Patent No.
Michael Foods, Inc.	United States of America	Method for maintaining desirable properties in foods	01/13/14	--	14/153,746	--
Michael Foods, Inc.	Canada	Food product including fully or partially cooked egg	03/10/14	--	2845288	--

TRADEMARKS

Owner	Country	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Custom Nutriceutical Laboratories, LLC	United States of America	NITRO2GRANIT	4/15/2012	2/25/2014	Registered	85598283	4489015
Dakota Growers Pasta Company, Inc.	United States of America	DREAMFIELDS DFF DIABETES FRIENDS FOREVER (Stylized w/Design)	11/07/2011	05/06/2014	Registered	85/466400	4526171
Premier Protein, Inc.	United States of America	ENERGY FOR EVERY DAY	09/26/2012	04/22/2014	Registered	85/739378	4518580
Premier Protein, Inc.	Canada	ENERGY FOR EVERY DAY	04/30/2014	--	Pending	1675103	--
Premier Protein, Inc.	Canada	PREMIER PROTEIN (stylized and/or with design)	06/04/2014	--	Pending	1679797	--